SECTION 3 - RULES AND REGULATIONS (cont'd)

3.4 Transfer or Assignment of Service. The Customer may transfer or assign the right to receive the Service under this Tariff, including the right to use any associated telephone number(s), to a new Customer, provided that (1) the Customer notifies the Company in writing of the proposed transfer or assignment to the new Customer and the date upon which the transfer or assignment will become effective, (2) the new Customer notifies the Company in writing, prior to the proposed effective date of the transfer or assignment, that the new Customer agrees to assume all obligations of the Customer as of the time of transfer or assignment proposed by the Customer, including all outstanding indebtedness for the Service or otherwise provided under this Tariff up to and including the date of transfer or assignment, and (3) Company approves the transfer or assignment.

The transfer or assignment does not relieve or discharge the Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment. Neither the Customer nor the new Customer will obtain a property right or interest in the use of any specific type of facility, Service connection, equipment, number, process or code. All right, title and interest to such items will remain, at all times, solely with the Company.

3.5 Interruption of Service. Credit allowances for the interruption of the Services are subject to the general limitation and liability provisions set forth in Sections 3.2 and 3.3 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in Services for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.6 Use of Service.

- 3.6.1 Authorized Use. The Services may be used solely to transmit communications of the Customer or authorized End Users in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished for the transmission of voice communications, but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the Services and the laws, rules and regulations of the Commission.
- 3.6.2 <u>Limitations</u>. The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer. The Customer may not use the Services for any unauthorized or unlawful purpose.
- 3.6.3 <u>Compatibility</u>. The Customer's use of the Services shall not interfere with or impair the Company's ability to provide the Services to other customers, cause damage to the Company's equipment or resold equipment, impair the privacy of communications over the Company's system or create hazards to the employees of any company or the public.
- 3.6.4 <u>Modifications</u>. The Customer may not rearrange, disconnect, remove, modify or attempt to repair or permit others to rearrange, disconnect, remove, modify or attempt to repair any Company facility without the prior written consent of the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer.

- 3.7.1 Entry. The Customer shall make Company-provided facilities on Customer Premises available upon reasonable notice from Company (which notice shall be in writing, except in emergency situations), for such tests, adjustments, and inspections as may be necessary to maintain such facilities in satisfactory condition or to determine whether the requirements of this Tariff are being complied with in the installation, operation and maintenance of Customer's or Company's equipment. The Customer shall permit or obtain permission for the Company employees and agents to enter Customer Premises at any hour under mutually agreeable arrangements for the purpose of maintaining or repairing Company-provided facilities. Customer shall make Company-provided facilities available for installation, periodic maintenance or removal at all times.
- **3.7.2** Preservation of Rights. The Customer shall provide for the Company's rights under this Tariff in any and all agreements or arrangements with third parties.
- 3.7.3 <u>Permits.</u> The Customer shall secure all permits, licenses, rights-of-way, services, variances and other arrangements necessary to allow for the installation and operation of the Services by Company on the Customer Premises.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer (cont'd).

- Customer Premises. The Customer shall ensure the physical security of all Company 3.7.4 facilities located on Customer Premises. The Customer shall provide for power, power lines and power line conditioning; conduit; heating and cooling; building space; internal and external building wiring; and entrance facilities on Customer Premises. Such Customer responsibilities shall be performed in accordance with procedures established by the Company in a timely manner for the installation and operation of Company facilities located on Customer Premises. The Customer shall maintain safe premises at which Company employees may install or maintain facilities of Company. Customer responsibility shall include compliance with all laws and regulations regarding the conditions at such premises, including, but not limited to the provision, installation and maintenance of sealed conduits with explosive-proof fittings between facilities furnished by the Company in explosive atmospheres and points outside the hazardous area where connection may be made with the facilities of the Company and installations and maintenance within the hazardous area if, in the opinion of the Company, injury or damage to the Company employees or property might result from installation or maintenance by the Company.
- 3.7.5 <u>Cooperation</u>. The Customer shall cooperate with the Company in installation, trouble determination and fault isolation. The Customer shall furnish such information on a continuing basis as is required by the Company to prepare, install, provide and maintain the Services.
- 3.7.6 <u>Damage/Loss</u>. The Customer shall be responsible for and reimburse the Company for loss of or damage to Company-provided facilities caused by the negligence or willful act or omission of the Customer or its officers, employees, agents or contractors.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7 Obligations of the Customer (cont'd).

- 3.7.7 <u>Compatibility</u>. The Customer shall ensure that Customer-Provided Equipment and facilities are fully compatible with the Services and do not interfere with, or impair, the Services provided by the Company to other customers and do not endanger the safety of Company employees or the public or damage or interfere with the proper functioning of Company's facilities.
- 3.7.8 Notice of Service Interruption. It shall be the obligation of the Customer to notify the Company of any interruption in Service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within its control, or is not in wiring or equipment, if any, furnished by the Customer. The Customer shall be responsible for payment of a maintenance Service charge in the event that a Service difficulty or trouble report results from Customer acts or omissions or Customer-Provided Equipment connected to the Services.
- 3.7.9 <u>Interconnection</u>. The Customer shall take all necessary steps for the interconnection of Customer-Provided Equipment with Company-provided facilities. Interconnection between Customer-Provided Equipment and the Services, or between facilities or Services provided to the Customer by another carrier and the Services, may be made by the Customer at an interface point designated by the Company. All terminal equipment and wiring necessary to connect to the channels at the designated interface point are provided by the Customer.
- 3.7.10 <u>Safeguards</u>. In order to protect the Company's facilities and personnel and the Services provided by the Company to other customers from potentially harmful effects, the signals applied to the Services shall not induce harmful voltage or currents either in the conductors or between the conductors and ground.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.7 Obligations of the Customer (cont'd).
 - 3.7.11 Operating Characteristics. When the Services are used in connection with Customer-Provided Equipment, the operating characteristics of such facilities shall be such as not to interfere with any other Service offered by the Company. The use of such facilities shall not endanger the safety of Company employees or the public, damage or require change in or alteration of facilities of the Company, interfere with the proper functioning of such facilities, or otherwise injure the public in its use of the Company's Services. Upon notice from the Company that any facility provided by the Customer is causing or is likely to cause such hazard or interference, the Customer shall take such steps as shall be necessary to promptly remove or prevent such hazard or interference.
 - 3.7.12 <u>Inspections</u>. The Company may, upon reasonable notice to the Customer, make such inspections, including monitoring of the Customer's use of the Services, as may be necessary to determine that requirements of the Tariff are being complied with in the installation, operation and maintenance of Customer-Provided Equipment connected to Company facilities.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.8	Application	For	Service.	<u>, Establishment c</u>	of Credit

3.8.1 <u>Application For Service</u>. The Company may require the Customer to submit an executed Service Order as a condition precedent to the initial establishment of the Services. Applications for the Services, including those for the installation, connection, repair, modification or termination of the Services, will be accepted only from the Customer or an authorized agent of the Customer.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.8 Application For Service, Establishment of Credit (cont'd).
 - 3.8.2 <u>Establishment of Credit</u>. For purposes of receiving telecommunications Service from the Company, a Customer may establish credit in one or more of the following ways:
 - (A) Furnishing credit information and references satisfactory to the Company. In determining whether the credit of a Customer is acceptable, the Company may consider the Customer's credit and payment history rating as reported by a nationally recognized credit reporting organization, the Customer's ownership interest in the premises where Service is to be furnished, and the Customer's employment;
 - (B) Establishing a record of prompt payment for Service for six (6) to twelve (12) consecutive months; or
 - (C) Furnishing a guarantor satisfactory to the Company to secure payment of bills for Service rendered.

If Service to a Customer is discontinued for nonpayment of bills, before Service to the Customer may thereafter be furnished, the Company may require the Customer to pay all amounts past due, in addition to any connection charges, and to either re-establish credit as provided in sections (A) through (C), above, or advance a deposit. If bills are not paid within five (5) days of the Customer's receipt of a notice of discontinuance of Service for nonpayment of bills, the Company may require the Customer to make a cash deposit as provided in Section 3.9, below.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9 Customer Deposits. The Company may require a Customer to make a cash deposit to guarantee payment of bills for Service until credit is established in accordance with Section 3.8, above. The deposit may not exceed two times the average monthly bill for the same class of Service provided by the Company to the same class of Customers in the given exchange. An estimate of monthly billings may be used for the purpose of determining a deposit if it can be shown that the Customer's usage may be substantially different from the average usage for the same class of Service. The Company shall return the deposit to the Customer within thirty (30) days of the Customer's establishing credit. If returned within thirty (30) days, the Company need not pay any interest on the deposit. If the deposit is not returned within thirty (30) days, the Company shall pay simple interest on the deposit at the rate of at least six per cent (6%) per annum from the date of the establishment of the credit until either (1) the deposit is returned; (2) the Service is terminated; or (3) notice is sent to the Customer's last known address that the deposit is no longer required.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.10 Placement of Orders.

- **3.10.1** General. The Customer is responsible for placing Service Orders. The Service Order shall identify the Services to be provided, indicate the locations at which the Services are to be installed, state the date on which the Services shall begin and provide a billing and a contact name and address for the Services.
- 3.10.2 Agency. The Customer may appoint an agent to act on its behalf. The Company will accept orders from an agent appointed by the Customer; an agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Services will be sent to the agent. The bill will be issued in the name of the Customer, in care of the agent. The Customer retains responsibility for compliance with tariff regulations and any act or omission of the agent, regardless of any limitations the Customer may place on the agent's authority.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.10 Placement of Orders (cont'd).

- 3.10.3 <u>Automatic Numbering Identification Service</u>. Customers who obtain a telephone subscriber's information through ANI must comply with the following regulations adopted by the FCC regarding the use and sale of information derived from ANI:
 - (A) Customers are permitted to use the telephone number and billing information for billing and collection, routing, screening and completion of the originating telephone subscriber's Call or transaction, or for Services directly related to the originating telephone subscriber's Call or transactions.
 - (B) Customers are prohibited from reusing or selling the telephone number or billing information without first (i) notifying the originating telephone subscriber, and (ii) obtaining the affirmative consent of such subscriber for such reuse or sale.
 - (C) Customers are prohibited from disclosing, except as permitted by the above, any information derived from the ANI Service for any purpose other than: (i) performing the Services or transactions that are the subject of the telephone subscriber's Call, (ii) ensuring network performance security and the effectiveness of Call delivery, (iii) compiling, using and disclosing aggregate information, and (iv) complying with applicable law or legal process.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.11 Cancellation or Delay of Service Orders.

3.11.1 <u>Cancellation of a Service Order</u>. The Customer may cancel a Service Order at any time prior to the due date. A Service Order is considered to have been canceled when the Company receives a notification of cancellation from the Customer. Such notification may not be retroactive. Cancellation charges will be equal to the Installation Charge applicable to the Service involved, unless the cancellation is caused by Company delay, or otherwise specified in the section of this Tariff applicable to the specific Services.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.11 Cancellation or Delay of Service Orders (cont'd).
 - 3.11.2 Delay of a Service Order.
 - **3.11.2.A** Delay of a Due Date by the Customer. The Customer may delay the due date of a Service Order involving the installation or change of the Services when: (i) the request for the delay is received by the Company prior to the Service Order's due date; and (ii) the total delay measured from the Service Order's initial due date does not exceed thirty (30) cumulative calendar days. Service Orders involving the discontinuance of Service may be delayed at any time prior to the due date. There will be no maximum delay period for these orders. A Customer having delayed a Service Order for the maximum thirty (30) cumulative calendar day period may not delay the Service Order again. The Customer instead has the option to (1) accept billing for the Services ordered, or (2) cancel the Service Order and pay the applicable Nonrecurring Charge(s) for the Services ordered. The billing or cancellation is effective on the thirtieth (30th) cumulative calendar day of the delay. If the Customer elects to accept billing, the installation will be completed as soon as reasonably practical after the Customer advises the Company.
 - 3.11.2.B <u>Delay of a Due Date by the Company</u>. The Company will make every reasonable effort to assure that the Services are furnished on the due date. However, in some cases a delay in the installation may be unavoidable. If an order is delayed beyond its due date for more than forty-five (45) cumulative calendar days and such delay is not requested or caused by the Customer, the Customer may cancel the Service Order without penalty or payment of Nonrecurring Charges.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.	1	2	Custon	ier S	ervice.

3.12.1 Contacts. Customer Service may be contacted in writing at BridgeCom International, Inc., 116 Radio Circle, Suite 300, Mount Kisco, NY 10549. The Customer can reach Customer Service via telephone by calling (800) 851-7870. Customer Service representatives are available twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.12 Customer Service (cont'd).

- **3.12.2** Complaints. The Company shall promptly respond to Customer complaints. The Company shall:
 - (A) Receive trouble reports twenty-four (24) hours a day and all other complaints during normal business hours, without toll or any other charge;
 - (B) Investigate all Customer complaints fully and promptly;
 - (C) Handle all Customer complaints in an efficient and courteous manner;
 - (D) Advise a Customer who has exhausted the Company's internal procedures and expresses dissatisfaction with the Company's action of the Customer's right to have the Customer's complaint considered and reviewed by the Commission. The advice must include the Commission's address and telephone number.
 - (E) Investigate and respond within thirty (30) days to any Customer complaint transmitted by the Commission to the Company, either by letter or by telephone;
 - (F) Not issue any notice of discontinuance of Service for nonpayment of a disputed amount while a complaint on the matter is under investigation by the Company or the Commission; and
 - (G) Maintain an accurate record of each Customer complaint, including the complainant's name, the date and nature of the complaint, and its disposition. The record shall be kept for a period of two (2) years following the final settlement or disposition of the complaint.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills.

- 3.13.1 General. The Customer is ultimately responsible for payment of all charges for the Services provided by the Company to the Customer and its End Users, including, but not limited to, charges associated with Calls originated at the Customer's number(s), accepted at the Customer's number(s) or billed to the Customer's number(s) via Calling Cards, and the Services requested by the Customer.
- 3.13.2 <u>Billing Period</u>. The billing period is generally one calendar month; provided, however, that for purposes of billing Monthly Recurring Charges, each month is considered to have thirty (30) days. Usage Charges for the Services will be billed monthly in arrears; Monthly Recurring Charges will be billed monthly in advance; one-time fees will be billed upon completion of the associated Service. Monthly Charges start on the day after the Services are installed, but not before the due date of the order unless the Customer agrees to an earlier installation. Monthly Recurring Charges accrue through and include the day that the Services are discontinued.
- 3.13.3 <u>Rendering Bills</u>. Bills will generally be rendered on a monthly basis. Bills are sent via U.S. mail to the most recent billing address provided to the Company by the Customer. Some bills may be rendered by an LEC on behalf of the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

- **3.13.4** Payment of Bills. All payments for bills rendered are due in their entirety upon receipt. The Company may not consider a Customer's bill past due unless it remains unpaid for twenty (20) calendar days after the billing date stated on the bill.
- 3.13.5 <u>Late Charge</u>. If any portion of a payment is still outstanding thirty (30) days following the invoice date, a late payment charge may be applied. The charge is determined by applying the maximum rate allowed by law to the unpaid balance for each month or fraction thereof that such balance remains unpaid.
- 3.13.6 <u>Billing Disputes</u>. When a dispute arises between a Customer and the Company regarding any bill, the Company may require the Customer to pay the undisputed portion of the bill. The Company shall conduct an appropriate investigation of the disputed charge or charges and shall provide a report of the investigation to the Customer. Where the dispute is not reconciled, the Company shall advise the Customer that the Customer has the right to file a complaint with the Commission regarding the dispute. Billing disputes should be addressed in writing to BridgeCom International, Inc., 116 Radio Circle, Suite 300, Mount Kisco, NY 10549. Billing disputes may also be referred to the Company's Customer Service number, (800) 851-7870. Customer Service representatives are available to assist with billing inquiries Monday through Friday from 8:00 AM to 5:00 PM Eastern Time.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

- 3.13.7 Overpayment/Underpayment. If the Company underbills as a result of the Company's omission or negligence and the amount owed by the Customer has accumulated over a period of one (1) month and exceeds twenty-five dollars (\$25.00), the Company shall offer and enter into reasonable arrangements for the payment of the amount owed by the Customer. If the Company overbills a Customer, the Company shall refund the overbilled amount. The Company may refund the overbilled amount by a credit on future bills; provided that if the refund amount is twenty-five dollars (\$25.00) or more, the Company shall offer the Customer a choice of a cash refund.
- 3.13.8 <u>Third Party Billing</u>. The Company shall not resell or otherwise make available to any third party any billing name and address information, except for the sole and limited purpose of enabling another entity to bill and collect for telecommunications Services or as required by law.
- **3.13.9** Returned Checks. If payment for the Services is made by a check, draft or similar instrument that is returned by a bank to the Company for any reason, a returned check charge of twenty-five dollars (\$25.00) shall be applied in addition to the total amount due.
- 3.13.10 <u>Collection Service Charge</u>. If the Services to Customer are terminated for non-payment pursuant to Section 3.16.2, a collection service charge of twenty-five dollars (\$25.00) shall be applied in addition to the total amount due.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Rendering and Payment of Bills (cont'd).

- **3.13.11** <u>Billing Entity Conditions</u>. If billing functions are performed on behalf of the Company by LECs, credit card companies or others, the payment conditions and regulations of such billing entities apply, including any applicable interest and/or late payment charge conditions.
- 3.13.12 <u>Pro-Rated Charges</u>. When the billing date and the date that the Services are started, changed, or discontinued do not coincide, Monthly Recurring Charges will be adjusted to reflect the fractional part of the month involved.
- 3.13.13 <u>Business Use of Calling Cards</u>. In the event that ten (10) or more Calling Cards are issued by the Company to the Customer for use by employees of the Customer, the Customer shall be liable for all unauthorized use of any of the issued Calling Cards.
- 3.14 <u>Credit Allowance</u>. Subject to Sections 3.2, 3.3 and 3.7, the Company shall make appropriate adjustments or refunds to a Customer when Service to the Customer is interrupted for reasons other than the negligence or wilful act of the Customer and remains interrupted for more than twenty-four (24) hours after being reported or found to be out of order. If Service is interrupted by a natural or other disaster beyond the control of the Company, the Company shall make adjustments and refunds to its affected Customers if Service is not restored within forty-eight (48) hours. The amount of any adjustment or refund shall be based on the known period of interruption, beginning from the time the Service is first reported or found. The adjustment or refund is the prorated part of the month's charge for the days or portion of days that Service or facilities remained inoperative. The refund may be made in the form of a credit on a subsequent bill.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.15 <u>Cancellation of Service</u>. Customer may cancel the Services by giving thirty (30) days' prior written notice to the Company. Upon receipt of the written notice, the Company places an order with the Underlying Carrier to cancel the Services. The Service are canceled when the Underlying Carrier moves the Customer to another carrier or when the Company receives notice from the Underlying Carrier that the Service has been canceled. The Customer will be liable for any traffic occurring with the Company through the cancellation date.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.16 Denial/Discontinuance of Service.

- 3.16.1 <u>Denial or Discontinuance Without Notice</u>. The Company may, without incurring any liability, deny or discontinue Service to a Customer without the Customer's permission and without prior notice for any one or more of the following reasons:
 - (A) If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
 - (B) Upon an order of any court, the Commission, or any other duly authorized public authority; or
 - (C) If Service was obtained fraudulently or without the authorization of the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.16.2 <u>Denial or Discontinuance With Notice</u>. The Company may deny or discontinue Service to a Customer without the Customer's permission and with prior notice only for one or more of the following reasons:
 - (A) Nonpayment of a past due bill not in dispute;
 - (B) Failure to make a security deposit or obtain a guarantee when one is required;
 - (C) Obtaining Service by subterfuge;
 - (D) Unauthorized interference, diversion, or use of the telecommunications Service situated or delivered on or about the Customer's premises;
 - (E) Violation of any rule of the Company filed with the Commission;
 - (F) Failure to comply with laws and regulations pertaining to telecommunications Service; or
 - (G) Failure of the Customer to permit the Company reasonable access to the Company's facilities or equipment.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.16 Denial/Discontinuance of Service (cont'd).
 - 3.16.3 Form of Notification. The Customer shall be notified in writing of the Company's intention to discontinue Service and be allowed not less than five (5) days from the date of the notification to respond. If the notification is mailed to the Customer, the Customer shall be allowed an additional two days to respond. All notices of proposed discontinuance must state (1) the reason for and date of the scheduled discontinuance of Service; and (2) actions which the Customer may take to avoid discontinuance of Service.
 - **3.16.4** <u>Insufficient Reasons for Discontinuance</u>. The following do not constitute sufficient cause for denying or discontinuing Service.
 - (A) Delinquency in payment for Service by a previous occupant of the premises to be served (provided that Service may be denied to the premises of a person who is a member of the household of a Customer who is delinquent in payment for Service to the same premises);
 - (B) Failure to pay directory advertising charges; and
 - (C) Failure to pay any disputed amount pending resolution of the dispute.
 - **3.16.5** Termination Charges. Termination for cause does not relieve the Customer of any obligation to pay charges that would otherwise be due to the Company, including, without limitation, any termination charges.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Calculation of Rates and Charges.

- 3.17.1 <u>Timing of Calls</u>. Chargeable time is determined by the duration of the Call. Calls are timed and measured by the Underlying Carrier. Timing for all Calls begins when the Called Station answers the Call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time ends when either the Called Station or the Calling Station disconnects from the Call. There are no billing charges applied for incomplete Calls.
- 3.17.2 <u>Time of Day Sensitive Services</u>. Different rates may be applicable at different times of the day, as specified in the appropriate rate schedule for the Service.
- 3.17.3 Overlapping Rate Periods. Calls which extend over multiple rate periods will be charged according to the rates applicable to the time recorded in each rate period.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Calculation of Rates and Charges (cont'd).

3.17.4 <u>Mileage Sensitive Services</u>. Usage Charges for all mileage sensitive Services are based on the airline mileage between the Rate Centers associated with the originating and terminating points of the Call. Each Rate Center has a unique set of assigned vertical and horizontal (V & H) coordinates which are used by the Underlying Carrier for calculating distance.

The airline mileage between Rate Centers is determined by applying the formula below to the vertical and horizontal ("V & H") coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V & H coordinates that are produced by Bell Communications Research in its NPA-NXX V & H Coordinates Tape.

FORMULA:		(V1-V2) ² +(H1-H2) ²	
	1	10	

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SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.17 Calculation of Rates and Charges (cont'd).
 - 3.17.5 <u>Initial and Incremental Units</u>. The rates for all Services are based on an Initial Call Unit plus any Incremental Call Units. The Initial Call Unit is eighteen (18) seconds. Incremental Call Units are billed in six (6) second increments.
 - 3.17.6 <u>Application of Usage Charges</u>. Usage Charges apply to all completed Calls. If the Usage Charge includes a fraction of a cent equal to or greater than \$.005, the fraction is rounded up to the next whole cent. If the Usage Charge includes a fraction of a cent less than \$.005, the fraction is rounded down to the next whole cent.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17 Calculation of Rates and Charges (cont'd).

3.17.7 <u>Taxes</u>. The Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, fees or other assessments, including such amounts as the Company may be authorized to pass through to the Customer. All taxes, surcharges, fees or other assessments are listed as separate line items and are not included in the quoted rates.

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise or other similar taxes or fees, based on intrastate receipts, are imposed by certain taxing jurisdictions upon the Company or upon any LEC and passed on to the Company through or with intrastate access charges, the amounts of such taxes or fees may be billed to the Customer in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the intrastate telecommunications Services provided to and billed to a Customer Service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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SECTION 3 - RULES AND REGULATIONS (cont'd)

3.18	Availability. The Service is available full-time, twenty-four (24) hours a da	ay, seven (7)
	days a week, fifty-two (52) weeks a year.	

3.19 Contacts.

(a) Customer complaints, bill inquiries, new Service or disconnect requests should be directed to:

Brian Crotty
Chief Operating Officer
BridgeCom International, Inc.
116 Radio Circle, Suite 300
Mount Kisco, NY 10549
Telephone: (800) 851-7870
Facsimile: (914) 242-3434

(b) Other contacts with Company should be directed to:

Michael Weprin
President
BridgeCom International, Inc.
116 Radio Circle, Suite 300
Mount Kisco, NY 10549
Telephone: (914) 242-1100
Facsimile: (914) 242-3434

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SECTION 4 - DESCRIPTION OF SERVICES

4.1 Outbound Services.

- 4.1.1 Switched Outbound Services. Switched Outbound Service is offered on a per-Call basis to Customers which originate and terminate within the State of Illinois. Switched Outbound Service is accessed on a conventional "1+" pre-subscribed direct dial basis over the facilities of a LEC. Calls originate and terminate via Switched Access provided by a LEC or other authorized access provider. The Customer is responsible for establishing originating local access facilities or equipment and for all nonrecurring, recurring, construction and other charges in connection with such originating access.
- 4.1.2 <u>Dedicated Outbound Services</u>. Dedicated Outbound Services permit a Customer to establish a communications path between two (2) stations by using a uniform dialing plan. Dedicated outbound services are provided through T-1 or DS0 dedicated access and are available to customers that have T-1 or DS0 dedicated access to the underlying carrier's POP. The Customer is responsible for securing dedicated access to the underlying carrier's POP and for all nonrecurring and recurring, construction and other charges incurred in connection with establishing such Dedicated Access. At the Customer's request, the Company will arrange for dedicated access to the underlying carrier's POP and pass through to the Customer all costs incurred in establishing such access.

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SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.2 Inbound Services.

- 4.2.1 Switched Inbound Services. Switched Inbound Service provides the Customer with one or more 800/888/877 numbers which when dialed within the State of Illinois will terminate on Customer-designated facilities or equipment within the State of Illinois. All charges accruing in connection with usage of the Customer's assigned 800/888/877 numbers are billed to the Customer rather than the party originating the Call. Calls terminate via Switched Access provided by a LEC or other authorized access provider. The Customer is responsible for establishing originating local access facilities or equipment and for all nonrecurring, recurring, construction and other charges in connection with such originating access.
- 4.2.2 <u>Dedicated Inbound Services</u>. Dedicated Inbound Services permit Calls to be completed to the Customer's location without charge to the Calling Station. Access to the Service is gained by dialing a ten digit telephone number, (800/888/877) NXX-XXXX, which terminates at the Customer's Premises. Dedicated Inbound Services are available only to the Customers that have terminating T-1 or DS0 access to the underlying carrier's POP. The Customer is responsible for all nonrecurring, recurring, construction and other charges incurred in connection with establishing such terminating dedicated access. At the Customer's request, the Company will arrange for terminating dedicated access to the underlying carrier's POP and pass through to the Customer all costs incurred in establishing such access.

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SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.3	<u>Calling Card Services.</u> Calling Card Service is an outbound service offered on a per-Call
	basis to Customers originating calls which originate and terminate within the State of
	Illinois. Calling Card Service is accessed by dialing Company's universal access toll free
	number to complete direct dialed or operator assisted calls.

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SECTION 4 - DESCRIPTION OF SERVICES (cont'd)

4.4 Miscellaneous Services.

- 4.4.1 Three Way Conference Service. The Company's Three Way Conference is a service feature available to the Calling Card Customer and allows Customer to add on a third party to any already established telephone conversation from any touchtone telephone in the Contiguous United States. The Initial and Incremental Call Units for Three Way Conference Service will always be one (1) minute.
- 4.4.2 <u>Directory Assistance Service</u>. Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party. Directory Assistance is provided by the Underlying Carrier. Directory Assistance is only available to Customers who have access to the Directory Assistance bureau of the Underlying Carrier.

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SECTION 5 - RATES AND CHARGES

5.1 Rate Schedule.

- **5.1.1** General. This section sets forth the rates and charges applicable to the Services. All rates are set forth in U.S. dollars.
- **S.1.2** Rating Methodology. Usage-sensitive charges for the Services are applied on a per-Call basis. Message charges are based on the duration of the Call.
- **5.1.3** Billing Fees. A monthly billing fee may be assessed under individual service options.
- **5.1.4 Set-up Fees.** A one-time service fee may be assessed under individual service options.
- **5.1.5** Credit Card Fees. A monthly service fee and per-Call surcharges may be assessed under individual service options for credit card usage.
- **5.1.6** Operator Service Charges. Operator Service charges are billed by the Underlying Carrier or its agent; the Company does not provide or bill for Operator Services.
- **5.1.7** <u>Directory Assistance Charges.</u> Directory Assistance charges are billed at the Underlying Carrier's rates; the Company does not provide Directory Assistance.

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SECTION 5 - RATES AND CHARGES (cont'd)

5.2 Outbound Service Option Rates.

5.2.1 Switched Outbound Rates.

<u>Initial</u>

Incremental

\$0.0197

\$0.0066

5.2.2 <u>Dedicated Outbound Rates.</u>

<u>Initial</u>

Incremental

\$0.0107

\$0.0036

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SECTION 5 - RATES AND CHARGES (cont'd)

- 5.3 Inbound Service Option Rates.
 - 5.3.1 Switched Inbound Rates.

Initial

Incremental

\$0.0199

\$0.0067

5.3.2 <u>Dedicated Inbound Rates</u>.

Initial

Incremental

\$0.0131

\$0.0044

5.3.3 Inbound Service Payphone Surcharge. The Customer will be assessed a surcharge of \$0.35 for each Inbound Service Call placed from a payphone.

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SECTION 5 - RATES AND CHARGES (cont'd)

5.4 Calling Card Service Rates.

<u>Initial</u> <u>Incremental</u> \$0.0594 \$0.0198

Calling Card Service Charge:

The Customer will be assessed a surcharge of \$0.75 for each Calling Card Service Call.

Calling Card Service Payphone Surcharge:

The Customer will be assessed a surcharge of \$0.35 for each Calling Card Service Call placed from a payphone.

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SECTION 5 - RATES AND CHARGES (cont'd)

- 5.5 Miscellaneous Service Rates.
 - **5.5.1** Presubscribed Interexchange Carrier Change Charge. The Company reserves the right to assess on the Customer a one time Presubscribed Interexchange Carrier Change Charge of \$5.00 upon initiation of the Services.
 - **5.5.2** Pass-Through Charges. The Company reserves the right to pass through to the Customer any charges resulting from governmental assessment, tax, charges or action.

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